

Filing at a Glance

Company: Continental Casualty Company

Product Name: Epack End #06-2148

TOI: 17.0 Other Liability - Claims

Made/Occurrence

Sub-TOI: 17.0019 Professional Errors &
Omissions Liability

Filing Type: Form

SERFF Tr Num: CNAC-125124984 State: Arkansas

SERFF Status: Closed

State Tr Num: AR-PC-07-023476

Co Tr Num:

State Status:

Co Status:

Reviewer(s): Michelle Fahey, Betty
Montesi, Edith Roberts

Author: Robert Alonzo

Disposition Date: 08-13-2007

Date Submitted: 03-09-2007

Disposition Status: Approved

Effective Date Requested (New): 04-15-2007

Effective Date (New):

Effective Date Requested (Renewal): 04-15-2007

Effective Date (Renewal):

General Information

Project Name:

Project Number: #06-2148

Reference Organization:

Reference Title:

Filing Status Changed: 08-13-2007

State Status Changed:

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

new and revised endorsements for use with our approved E-PACK Program currently on file with your department.

Company and Contact

Filing Contact Information

Robert Alonzo, State Filing Analyst

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Filing Company Information

Continental Casualty Company

40 Wall Street

9th Floor

New York, NY 10005

(212) 440-3478 ext. [Phone]

CoCode: 20443

Group Code: 218

Group Name:

FEIN Number: 36-2114545

State of Domicile: Illinois

Company Type:

State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0010348311	\$50.00	12-06-2006

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08-13-2007	08-13-2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	07-09-2007	07-09-2007	Robert Alonzo	08-03-2007	08-03-2007
Pending Industry Response	Edith Roberts	04-18-2007	04-18-2007	Robert Alonzo	05-02-2007	05-02-2007
Pending Industry Response	Edith Roberts	04-11-2007	04-11-2007	Robert Alonzo	04-12-2007	04-12-2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
status on Filing	Note To Reviewer	Robert Alonzo	06-08-2007	06-08-2007

Disposition

Disposition Date: 08-13-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Dear Mr. Alonzo:

If you will check back in a couple of weeks, there is a pending Order that is due to be approved that will exempt MISC PL from the defense outside the limits requirement, on risks with \$1 ml limits or greater and with a signed acknowledgment. When this is finalized, I will be able to approve the withdrawn form.

Thanks,

Edith Roberts

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	No
Supporting Document	Cover Letter	Approved	No
Supporting Document	Resp 4-12-2007	Approved	No
Supporting Document	Response	Approved	No
Supporting Document	Response	Approved	No
Form	Epac Pinnacle End GTC	Approved	No
Form	Epac Pinnacle End D&O Cov Part	Approved	No
Form	Epac Pinnacle End Entity Liab Cov Part	Approved	No
Form	Epac Pinnacle End EPL Cov Part	Approved	No
Form	Epac Pinnacle End Fiduciary Liab Cov Part	Approved	No
Form	Professional Services End Billing Services	Approved	No
Form	Professional Services End Association Services	Approved	No
Form	Professional Services End Association Management Services	Approved	No
Form	Professional Services End Mortgage Banking Services	Approved	No
Form	Professional Services End Direct Mail Services	Approved	No
Form	Professional Services End Fulfillment Services	Approved	No
Form	Separate Retention From Claim From California Employee	Approved	No
Form	Amend Exclusion G.	Approved	No
Form	Wrongful Employment Practice Exclusion	Approved	No
Form	Codefendant Coverage End	Approved	No
Form	Amend Definition of Insured to Include Joint Venture	Approved	No
Form	Parent Company Codefendant End	Approved	No
Form	Amend Breach of Contract Exclusion	Approved	No
Form	Professional Services End Hotel Management Services	Approved	No
Form	Professional Services End Travel Agent Services	Approved	No
Form	Property Manager Additional Insured End	Approved	No
Form	Amend Insured V. Insured Exclusion	Approved	No
Form	Third Party Claims End	Approved	No
Form	Third Party Claims Sublimit & Retention	Approved	No

End

Form

Risk Mitigation Credit End

Approved

No

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07-09-2007

Submitted Date 07-09-2007

Dear Robert Alonzo,

This will acknowledge receipt of the captioned filing.

Please let us know your decision concerning our original objection.

This program and any other programs that were approved for defense within limits for coverages without an applicable exemption, must be corrected.

Thank you.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 08-03-2007

Submitted Date 08-03-2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Response

Supporting Document Schedule Item Changes

Satisfied -Name: Response

Comment: In response to your comments we will be doing the following:

(1) specifying that Form GSL4967XX will not be used for an account that purchases the MPL Coverage Part; and (2) withdraw Form GSL8028XX from this filing.

We hope that you can now approve this filing.

Robert ALonzo

No Form Schedule items changed.

No Rate/Rule Schedule Item Changes

Sincerely,
Robert Alonzo

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04-18-2007

Submitted Date 04-18-2007

Dear Robert Alonzo,

Once again, the AID Order 2000-169 under which we erroneously apply to all PL E&O for a time, has been determined to apply correctly only to Agents (insurance company) E&O. I can only approve the forms attaching to exempted coverages which include the D&O and EPL of this filing. The defense within the limits cannot be included in the miscellaneous PL coverage.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 05-02-2007

Submitted Date 05-02-2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Response attach

Supporting Document Schedule Item Changes

Satisfied -Name: Response

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule Item Changes

Sincerely,

Robert Alonzo

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04-11-2007

Submitted Date 04-11-2007

Dear Robert Alonzo,

This will acknowledge receipt of the captioned filing.

Forms GSL4967XX (10/06) and GSL8028XX (03/06) both contain defense within limits. I cannot approve these forms unless you tell me to which coverage they attach, as all professional liability coverages are not exempt from the defense outside the limits requirement of AR Code Anno. 23-79-307 (5) (A).

Can you clarify as to which coverages these will specifically attaching.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 04-12-2007

Submitted Date 04-12-2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Attach is our response

Supporting Document Schedule Item Changes

Satisfied -Name: Resp 4-12-2007

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule Item Changes

Sincerely,

Robert Alonzo

Note To Reviewer

Created By:

Robert Alonzo on 06-08-2007 10:42 AM

Subject:

status on Filing

Comments:

At your earliest convenience, we would like to get a status on the above filing.

Robert

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Epac Pinnacle End GTC	GSL4967 XX	(10-06)	Endorsement New nt/Amendment/Conditions		0.00	GSL4967XX _102006_EP ACK PINNACLE ENDORSEMENT GENERAL TERMS AND CONDITION S.pdf
Approved	Epac Pinnacle End D&O Cov Part	GSL4968 XX	(10-06)	Endorsement New nt/Amendment/Conditions		0.00	GSL4968XX _102006_EP ACK PINNACLE ENDORSEMENT DIRECTOR S AND OFFICERS. pdf
Approved	Epac Pinnacle End Entity Liab Cov Part	GSL4969 XX	(10-06)	Endorsement New nt/Amendment/Conditions		0.00	GSL4969XX _102006_EP ACK PINNACLE ENDORSEMENT ENTITY.pdf
Approved	Epac Pinnacle End EPL Cov Part	GSL4971 XX	(10-06)	Endorsement New nt/Amendment/Conditions		0.00	GSL4971XX _102006_EP ACK PINNACLE ENDORSEMENT EPL.pdf
Approved	Epac Pinnacle End Fiduciary Liab Cov Part	GSL4972 XX	(10-06)	Endorsement New nt/Amendment/Conditions		0.00	GSL4972XX _102006_EP ACK PINNACLE ENDORSEMENT FIDUCIARY.

					pdf
Approved	Professional Services End Billing Services	GSL1750 (1-06) XX	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GSL1750XX _032006_PROFESSIONAL SERVICES BILLING SERVICES.
					pdf
Approved	Professional Services End Association Services	GSL1751 (3-06) XX	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GSL1751XX _032006_PROFESSIONAL SERVICES ENDORSEMENT ASSOCIATION SERVICES.
					pdf
Approved	Professional Services End Association Management Services	GSL1752 (3-06) XX	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GSL1752XX _032006_PROFESSIONAL SERVICES ENDORSEMENT ASSOCIATION MANAGEMENT SERVICES.
					pdf
Approved	Professional Services End Mortgage Banking Services	GSL1896 (7-06) XX	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GSL1896XX _072006_MORTGAGE BANKING PROFESSIONAL LIABILITY COVERAGE
					.pdf
Approved	Professional Services End Direct Mail	GSL1937 (8-06) XX	Endorseme New nt/Amendm ent/Condi ti	0.00	GSL1937XX _082006_Professional

Services			ons		Services
					Endorsemen t (Direct Mail Services).pdf
Approved	Professional Services End Fulfillment Services	GSL1982 (10-06) XX	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL1982XX _102006_PR OFESSIO NAL SERVICES ENDORSEM ENT FULFILLME NT SERVICES. pdf
Approved	Separate Retention From Claim From California Employee	GSL4895 (8-06) XX	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL4895XX _082006_SE PARATE RETENTION FOR CLAIMS BY CALIFORNI A EMPLOYEE S.pdf
Approved	Amend Exclusion G.	GSL4898 (8-06)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL4898XX _082006_A MEND EXCLUSION G.pdf
Approved	Wrongful Employment Practice Exclusion	GSL4910 (8-06)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL4910XX _082006_W RONGFUL EMPLOYME NT PRACTICE EXCLUSION .pdf
Approved	Codefendant Coverage End	GSL4920 (8-06)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL4920XX _082006_C ODEFENDA NT COVERAGE ENDORSEM ENT.pdf

Approved	Amend Definition of Insured to Include Joint Venture	GSL4937 XX	(9-06)	Endorsement/Amendment/Conditions	0.00	GSL4937XX _092006_A MEND DEFINITION OF INSURED TO INCLUDE JOINT VENTURE.pdf
Approved	Parent Company Codefendant End	GSL4938 XX	(9-06)	Endorsement/Amendment/Conditions	0.00	GSL4938XX _092006_PA RENT COMPANY CODEFEND ANT COVERAGE ENDORSEM ENT.pdf
Approved	Amend Breach of Contract Exclusion	GSL4963 XX	(10-06)	Endorsement/Amendment/Conditions	0.00	GSL4963XX _102006_A MEND BREACH OF CONTRACT EXCLUSION .pdf
Approved	Professional Services End Hotel Management Services	GSL8009 XX	(2-06)	Endorsement/Amendment/Conditions	0.00	GSL8009XX _022006_PR OFESSIO NAL SERVICES ENDORSEM ENT.pdf
Approved	Professional Services End Travel Agent Services	GSL8028 XX	(3-06)	Endorsement/Amendment/Conditions	0.00	GSL8028XX _032006_PR OFESSIO NAL SERVICES ENDORSEM ENT TRAVEL AGENT SERVICES. pdf

Approved	Property Manager Additional Insured End	GSL8072 (4-06) XX	Endorseme New nt/Amendm ent/Condi tions		0.00	GSL8072XX _042006_PR OPERTY MANAGER ADDITIONA L INSURED ENDORSEM ENT.pdf
Approved	Amend Insured V. Insured Exclusion	GSL8099 (4-06) XX	Endorseme New nt/Amendm ent/Condi tions		0.00	GSL8099XX _042006_A MEND INSURED V INSURED EXCLUSION .pdf
Approved	Third Party Claims End	G139017A(6-06)	Endorseme Replaced nt/Amendm ent/Condi tions	G139017A	0.00	G139017A_ 062006_THI RD PARTY CLAIMS ENDORSEM ENT.pdf
Approved	Third Party Claims Sublimit & Retention End	PRO3123 (11-06)	Endorseme Replaced nt/Amendm ent/Condi tions	PRO3123	0.00	PRO3123_1 12006_THIR D PARTY CLAIMS SUBLIMIT AND RETENTION ENDORSEM ENT.pdf
Approved	Risk Mitigation Credit End	GSL4482 (11-06) XX	Endorseme Replaced nt/Amendm ent/Condi tions	GSL4482XX	0.00	GSL4482XX _112006_RI SK MITIGATION CREDIT END.pdf



EPACK PINNACLE ENDORSEMENT GENERAL TERMS AND CONDITIONS

Any term in bold, not defined herein is defined in an applicable coverage part.

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the General Terms and Conditions is amended as follows:

1. Section **II. DEFINITIONS** is amended to add the following new Definition:

- **Domestic Partner** means any person qualifying as such under any federal, state or local laws or under **Named Company** or any **Subsidiary's** employee benefit plans.

2. Section **IV. ESTATES/LEGAL REPRESENTATIVES/SPOUSES** is deleted in its entirety and replaced with the following:

IV. ESTATES/LEGAL REPRESENTATIVES/SPOUSES

The estates, heirs, legal representatives, assigns, spouses and any **Domestic Partner** of **Insured Persons** shall be considered **Named Company Insureds** under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns and spouses only for a claim arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where such claim seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or **Domestic Partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All terms and conditions of this Policy, including without limitation the Retention, applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners**.

3. Section **VI. DEFENSE/SETTLEMENT/ALLOCATION**, is amended as follows:

- Paragraph 2.a. Consent is deleted in its entirety and replaced with the following:

a. **Consent**

The Insurer shall not settle a **Claim** without the written consent of the **Named Company**. If the **Named Company** refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the applicable limit of liability for all **Loss** including **Defense Costs** under this Policy shall not exceed, subject in all events to the applicable Retention Amount and the available Limit of Liability set forth in Item 5 of the Declarations:

- (i) the amount of the proposed settlement plus **Defense Costs** incurred up to the date of the **Named Company's** refusal to consent to proposed settlement of such **Claim**;

plus:

- (ii) Eighty percent (80%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above, incurred in connection with such **Claim**. The remaining twenty percent (20%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above will be borne by the **Named Company Insured**, uninsured and at its own risk, notwithstanding anything to the contrary contained in the section titled Allocation.



- The following new provisions are added:

- Allocation

If a **Claim** made against the **Named Company Insureds** includes both covered and uncovered matters, or if a **Claim** is made against **Named Company Insureds** who are extended coverage therefor and others (including **Named Company Insureds**) who are not extended coverage therefor, the **Named Company Insureds** agree that coverage will apply as follows:

Defense Costs: reasonable and necessary **Defense Costs** incurred by such **Named Company Insured** from such **Claim** shall be considered covered **Loss**; and

Loss other than **Defense Costs:** all remaining loss incurred by such **Named Company Insured** from such **Claim** shall be allocated between covered **Loss** and uncovered loss based upon the relative legal exposures of the parties to such matters.

- Priority Of Payment

Whenever a judgment is rendered on a **Claim** covered by this Policy, or whenever all parties to a **Claim** agree to a settlement, and such judgment or settlement involves **Loss** covered under the Directors and Officers Liability Coverage Part and the Entity Liability Coverage Part, the Insurer shall pay the amount of **Loss** due under the Directors and Officers Liability Coverage Part first up to the remaining Limit of Liability available under the Policy and shall then pay any amount of **Loss** due under the Entity Liability Coverage Part up to the remaining Limit of Liability available under the Policy. Thereafter, any remaining Limit of Liability available under the Policy shall then pay any amount of **Loss** due under any other Coverage Part.

Nothing herein shall be deemed to require the delay or postponement of the payment of any other **Claim** subsequently reported to the Insurer but on which a judgment or settlement occurs prior to the judgment or settlement on an earlier reported **Claim**, regardless of the impact such payment has on the available limits of liability for paying the **Claim** first reported to the Insurer.

Nothing herein shall be construed to increase the maximum aggregate Limit of Liability of the Insurer for all **Loss** under this Policy, regardless of the number of **Claims** made against the **Named Company Insureds**.

4. Section **VII. NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE**, Paragraph 2., all the language before subparagraph a. is deleted in its entirety and replaced as follows:

2. If, during the **Policy Period** or the Extended Reporting Period, if applicable, the **Named Company Insureds** first become aware of a specific circumstance which may reasonably give rise to a future **Claim** and during such period give written notice to the Insurer of:

5. Section **XIV., COVERAGE FOR NEW SUBSIDIARIES AND PLANS**, Paragraph 1. is deleted in its entirety and replaced by the following:

1. If, after the effective date of this Policy, (i) **Named Company** or any **Subsidiary** creates or acquires an entity or plan, or (ii) **Named Company**, any **Subsidiary** or any **Plan** merges with another entity or plan such that **Named Company**, any **Subsidiary** or any **Plan** is the surviving entity or plan, then such entity or plan, and any subsidiaries, plans, directors, officers, trustees or employees of such entity or plan who otherwise would thereby become a **Named Company Insured**, shall be covered under this Policy, subject to its terms and conditions automatically for 90 days following such creation, acquisition or merger; and after such 90 days, only if:



- a. the fair value of all cash, securities, assumed indebtedness and other consideration paid by **Named Company**, any **Subsidiary** or any **Plan** in such transaction does not exceed 50% of the total consolidated assets of **Named Company** as of the date of **Named Company's** most recent audited consolidated financial statement prior to such transaction; or
- b. other than as described in paragraph a immediately above, the Insurer, at its sole option upon submission of such information as the Insurer may require, and payment of any additional premium and/or amendment of the provisions of the Policy, agrees to provide coverage for such subsidiaries, plans, directors, officers or employees.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**EPACK PINNACLE ENDORSEMENT
DIRECTORS & OFFICERS COVERAGE PART**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Directors & Officers Liability Coverage Part is amended as follows:

1. The following new Sections are added:

SUPPLEMENTARY PAYMENTS

The Insurer shall reimburse the **Named Company Insured**, subject to the aggregate Limit of Liability, up to \$250,000.00 **Investigative Costs**, which any **Insured Person** becomes legally obligated to pay pursuant to a **Securities Claim** during the **Policy Period**. This supplementary payment is part of and not in addition to the Limit of Liability for the Directors & Officers Liability Coverage Part stated in Item 5 of the Declarations, plus the Additional Limit of Liability noted below.

ADDITIONAL LIMIT OF LIABILITY

There shall be an additional Limit of Liability available only for that part of **Loss** which the **Named Company** or any **Subsidiary** thereof are not required, or have determined that they are not permitted by law, to indemnify the **Insured Persons** for such **Loss**, provided that

- Such Additional Limit shall not exceed \$1,000,000;
- Such additional Limit of Liability is in addition to and not part of the Directors and Officers Liability Coverage Part Limit of Liability as set forth in the Schedule in Item 5. of the Declarations Page; and
- The Additional Limit of Liability shall be specifically excess of the Limits of Liability under the Directors and Officers Liability Coverage Part Limit of Liability and shall not be available unless and until such D&O Limit is exhausted.

2. **Section II, DEFINITIONS** is amended as follows:

- the following new definition is added:

Investigative Costs means reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of **Insured Persons** or employees) incurred by the **Named Company** or **Subsidiary** in connection with the **Named Company's** or a **Subsidiary's** investigation or evaluation of any **Securities Claim**.

- The definition of **Claim** is deleted in its entirety and replaced with the following:
 - **Claim** means:
 - a. a written demand for monetary damages or non-monetary relief,
 - b. a civil or criminal adjudicatory proceeding or arbitration,
 - c. a formal administrative or regulatory adjudicatory proceeding,
 - d. a formal civil, criminal, administrative or regulatory investigation,
 - e. a written request received by the **Named Company** or any **Subsidiary** to toll or waive a statute of limitations.



against an **Insured Person**, alleging a **Wrongful Act**, including any appeal therefrom;

- the definition of **Insured Persons** is deleted in its entirety and replaced with the following:

2. **Insured Persons** means:

- a. all past, present or future duly elected or appointed directors and/or officers of **Named Company** or any **Subsidiary** and managers in the event the **Named Company** or such **Subsidiary** is a limited liability company or, with respect to a **Subsidiary** incorporated outside the United States, their functional equivalent; and
- b. all past, present or future full-time or part-time employees of **Named Company** or any **Subsidiary**, including seasonal and temporary employees and employees leased or loaned to **Named Company** or any **Subsidiary**; and

3. Section **III. OUTSIDE POSITIONS COVERAGE**, paragraph 1. is deleted in its entirety and replaced with the following:

1. **Not-For-Profit Outside Entity** means any organization exempt from federal income taxation pursuant to 26 U.S.C. §501(c)(3), (4), (6), (7), and (10), as amended.

4. **Section IV. EXCLUSIONS**, Subsection 1. Exclusions Applicable to All Loss,

- Exclusion c. is deleted in its entirety and replaced as follows:

c. based upon, directly or indirectly arising out of, or in any way involving:

- (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy for which this is a renewal or replacement in whole or in part,
- (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;

- Exclusion g. is deleted in its entirety and replaced as follows:

g. by or on behalf of any of the other **Insured Persons** in any capacity, except and to the extent that:

- (1) such **Claim** is by an officer who is not a director of **Named Company** for any employment-related **Wrongful Act**; or
- (2) such **Claim** is made against an director or officer of **Named Company** for any employment-related **Wrongful Act**; or
- (3) such **Claim** is in the form of a crossclaim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this Coverage Part; or
- (4) such **Claim** is brought by a former director or officer of **Named Company**; for purposes of this section, former director or officer shall mean any natural person who previously served as, but is currently not, nor has not been a director or officer of **Named Company** for at least four (4) years;



- Exclusion h. is deleted in its entirety and replaced as follows:
 - h. by, on behalf of, or for the benefit of **Named Company** or any **Subsidiary**, or by any security holder of **Named Company** or any **Subsidiary**, whether it be an individual, class or derivative action, except and to the extent that:
 - (i) such **Claim** is brought and maintained solely by persons acting totally independently of and totally without the solicitation, assistance, participation or intervention of **Named Company**, any **Subsidiary** or any of the **Insured Persons** (or the solicitation, assistance, participation, or intervention of such **Insured Person** is protected under a federal or state whistleblower statute or any regulation promulgated thereunder); or
 - (ii) such **Claim** is brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner or receiver for **Named Company** or any **Subsidiary** or any assignee of such trustee, examiner or receiver;
- Exclusion j. is amended to add the following new language:
 - It is further provided that the foregoing exclusion shall not apply to the extent that such **Claim** is made by a security holder of the **Named Company** for the failure of the **Named Company** to undertake or complete the initial public offering or sale of securities of the **Named Company**. Nor shall this exclusion apply to any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**EPACK PINNACLE ENDORSEMENT
ENTITY LIABILITY COVERAGE PART**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Entity Liability Coverage Part is amended as follows:

1. Section **II. DEFINITIONS** is amended as follows:

- The Definition of **Claim** is amended to add the following new language:
 - a written request received by the **Named Company** or any **Subsidiary** to toll or waive a statute of limitations
- The Definition of **Loss** is amended as follows:
 - i. Subparagraph (iv) is deleted in its entirety.
 - ii. A new paragraph is added as follows:

Loss shall include punitive or exemplary damages and the amount of any multiplied damage award which is in excess of the damage award so multiplied, if insurable, to the fullest extent permitted by any applicable law. Where the **Named Company** or any **Subsidiary** reasonably determine that punitive, exemplary or multiplied damages are insurable under any applicable law, the Insurer shall not challenge that determination of insurability.

2. Section **III. EXCLUSIONS**, Paragraph 1. Exclusions Applicable to All Loss, is amended as follows:

- paragraph a is deleted in its entirety and replaced as follows:
 - a. for any actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person, or damage to or destruction of any tangible property including loss of use;
- paragraph c. is deleted in its entirety and replaced as follows:
 - c. based upon, directly or indirectly arising out of, or in any way involving:
 - (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy for which this is a renewal or replacement in whole or in part; or
 - (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;
- paragraph k is amended by the addition of the following language:
 - However, this exclusion shall not apply to the extent that such **Claim** is made by a security holder of the **Named Company** for the failure of the **Named Company** to undertake or complete the initial public offering or sale of securities of the **Named Company**. Nor shall the exclusion apply to any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933.

All other terms and conditions of the Policy remain unchanged.



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By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**EPACK PINNACLE ENDORSEMENT
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Employment Practices Liability Coverage Part, is amended as follows:

1. Section II. **DEFINITIONS** is amended as follows:

The definition of **Claim** is deleted in its entirety and replaced with the following:

- **Claim** means:
 - a. a written demand for monetary damages, or
 - b. a formal civil, administrative, or regulatory proceeding or investigation or an arbitration, or
 - c. a written request received by the **Named Company** or any **Subsidiary** to toll or waive a statute of limitations.

against any **Named Company Insured**, alleging a **Wrongful Employment Practice** including any appeal therefrom.

The definition of Employee is amended to add the following new language:

- **Employee** shall also mean independent contractors and volunteers acting on behalf of and at the specific direction of the **Named Company** or any **Subsidiary**.

The Definition of **Wrongful Employment Practice** is amended to add the following new language:

- **Wrongful Employment Practice** shall also mean:
 - employment-related libel, slander or humiliation;
 - negligent hiring; and
 - negligent supervision;

3. Section III. **EXCLUSIONS**, Paragraph 1. Exclusions Applicable to All Loss, is amended as follows:

paragraph b is deleted in its entirety and replaced as follows:

- b. based upon, directly or indirectly arising out of, or in any way involving:
 - (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy for which this is a renewal or replacement in whole or in part,
 - (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;

paragraph e. is deleted in its entirety

paragraph g. is amended to add the following new language

- However, this exclusion shall not apply to a **Claim** for retaliation or wrongful termination arising out of the foregoing;



paragraph h. is deleted in its entirety and replaced as follows:

- h. based upon, directly or indirectly arising out of, or in any way involving any actual or alleged violation of (i) any law governing workers' compensation, unemployment insurance, social security, disability or similar law, (ii) the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), (iii) the Fair Labor Standards Act (except the Equal Pay Act), (iv) the National Labor Relations Act, (v) the Occupational Safety and Health Act of 1970 (OSHA), or (vi) any similar federal, state or local law. However, this exclusion shall not apply to any **Claim** for retaliation or wrongful termination based upon a claimant's exercise of a right pursuant to any such laws; or

The following new exclusion is added:

- for any actual or alleged violation of **ERISA or any Similar Act**; however, this exclusion shall not apply to any **Claim** for retaliation or wrongful termination based upon a claimant's exercise of a right pursuant to such law; or

4. The following new Section is added:

RISK MITIGATION CREDIT

The Insurer will reduce **Named Company** or any **Subsidiary's** retention for a **Claim** by 50%, up to \$10,000, whichever is less, if the **Named Company** or any **Subsidiary**, involved in such **Claim**, demonstrates, to our reasonable satisfaction, the existence of the following four (4) conditions:

1. A copy of the **Named Company** or any **Subsidiary's** written policy on sexual harassment which has been distributed to all employees;
2. A copy of the **Named Company** or any **Subsidiary's** written policy on discrimination which has been distributed to all employees;
3. A copy of the **Named Company** or any **Subsidiary's** written policy on employee grievance or complaint procedure; and
4. Proof that all directors, officers and managers of the **Named Company** or any **Subsidiary** have attended outside training and education programs on sexual harassment within the last 24 months prior to the filing of a **Claim**;

In the event that one **Claim** is eligible for both this Risk Mitigation Credit Section and the Mediation provision found in the General Terms & Conditions, Section VI. Paragraph 2.b., then the **Named Company** or any **Subsidiary** shall receive only the benefit of one retention credit, but not both. In no way shall either section be construed to afford any more than a total of 50% or \$10,000 credit toward any one retention for any one **Claim**.

All other terms and conditions of the Policy remain unchanged.

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By Authorized Representative _____
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**EPACK PINNACLE ENDORSEMENT
FIDUCIARY LIABILITY COVERAGE PART**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Fiduciary Liability Coverage Part, is amended as follows:

1. The following new Section is added

SUPPLEMENTARY PAYMENTS

The Insurer shall reimburse the **Named Company Insured**, subject to the aggregate Limit of Liability, up to \$100,000.00 for fines penalties, sanctions, voluntary fees, compliance fees, or user fees which any **Insured Person** becomes legally obligated to pay to correct defects of a Benefits Program pursuant to the Internal Revenue Service's Voluntary Compliance Resolution Program (VCR), Closing Agreement Program (CAP) or Tax Shelter Annuity Voluntary Correction Program (TVC), during the **Policy Period**, provided the **Named Company Insured** gives prior notice to the Insurer of its intent to enter into such Benefits Program during the **Policy Period**. This supplementary payment is part of and not in addition to the Limit of Liability for the Fiduciary Liability Coverage Part stated in Item 5 of the Declarations.

2. Section **II. DEFINITIONS** is amended as follows:

- The Definition of **Claim** is amended to add the following new language:

Claim also means a written request received by the **Named Company** or any **Subsidiary** to toll or waive a statute of limitations;

- Solely as respects any **Wrongful Act** constituting or relating to violations of the privacy provisions of Health Insurance Portability and Accountability Act ("HIPAA") Section **II. DEFINITIONS**, Definition 1., **Claim**, is deleted to eliminate any reference to criminal proceedings and criminal investigations in paragraphs b. and d. and to add a new sentence as follows:

Claim does not mean any criminal proceedings or investigations.

3. Section **III. EXCLUSIONS**, Paragraph 1. Exclusions Applicable to All Loss, is amended as follows:

- paragraph b is deleted in its entirety and replaced as follows:

b. based upon, directly or indirectly arising out of, or in any way involving:

- (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy for which this is a renewal or replacement in whole or in part,
- (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;

- paragraph h. is deleted in its entirety.

4. Section **III. EXCLUSIONS**, Paragraph 2. Exclusions Applicable to A Portion of Loss, paragraph a is deleted in its entirety and replaced as follows:

- criminal or civil fines, penalties or sanctions imposed by law, provided this exclusion shall not apply to:



- i. the 5% or less, or the 20% or less, civil penalties imposed upon a **Named Company Insured** under §502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended;
 - ii. those fines imposed under 42 USC 1320d-5(a) of HIPAA, provided however, that the maximum limit of our liability for all such HIPAA fines, penalties or sanctions shall be \$25,000 in the aggregate. This sublimit of Liability is part of and not in addition to the Limit of Liability set forth in Item 5 of the Declarations;
 - iii. those fines imposed pursuant to correct defects of a Benefits Program pursuant to the IRS's VCR, CAP or TVC;
- costs and expenses in connection with injunctive or equitable relief of any kind.

All other terms and conditions of the Policy remain unchanged.

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**PROFESSIONAL SERVICES ENDORSEMENT
BILLING SERVICES**

In consideration for the premium paid for this Policy, it is agreed that the Miscellaneous Professional Liability Coverage Part is amended as follows:

1. Section **II. DEFINITIONS** is amended as follows:

- a. The definition of **Professional Services** is amended to include **Billing Services**.
- b. The following new definition is added:

Billing Services means:

- (1) issuing of invoices to client's customers;
- (2) collecting payments from client's customers;
- (3) receiving client's invoices from others, review for correctness and negotiating refunds or credits, if applicable; and
- (4) issuing payment of client's invoices on behalf of the client.

2. Solely with respect to **Billing Services**, the definition of **Loss** in Section **II. DEFINITIONS** is amended by the addition of the following:

Loss shall not include funds, monies or securities that the **Named Company Insureds** transferred or failed to transfer.

3. Solely with respect to **Billing Services**, Section **III. EXCLUSION**, Subsection 1., Exclusions Applicable to all **Loss**, is amended by adding the following new exclusions:

- based upon, directly or indirectly arising out of, or in any way involving the commingling, misappropriation or improper use of funds; or arising out of, or in any way involving the gaining of any personal profit or advantage to which the **Named Company Insured** is not legally entitled;
- based upon, directly or indirectly arising out of, or in any way involving the unauthorized use of confidential or proprietary information;
- based upon, directly or indirectly arising out of, or in any way involving a governmental intervention, cease or desist order, or the insolvency, receivership, bankruptcy or inability to pay of any organization;
- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement of copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan;
- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement of patent;
- based upon, directly or indirectly arising out of, or in any way involving the misappropriation of trade secrets;
- based upon, directly or indirectly arising out of, or in any way involving the unauthorized access or use of data or systems;
- based upon, directly or indirectly arising out of, or in any way involving the exercise of any authority or discretionary control with respect to any client funds or accounts;
- brought by or on behalf of any federal, state or local regulatory agency or office, whether such **Claim** is brought in the name of such regulatory agency or office or by or on behalf of such regulatory agency or office or in the name of any other entity. This exclusion shall not apply to any **Claims** based upon **Billing**



Services provided by or on behalf of the **Named Company Insureds** directly for any such regulatory agency or office which is a direct client of the **Named Company**.

4. Solely with respect to **Billing Services**, Section **III. EXCLUSIONS**, Subsection 2., Exclusions Applicable to a Portion of **Loss**, is amended by deleting paragraph a. in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

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**PROFESSIONAL SERVICES ENDORSEMENT
ASSOCIATION SERVICES**

In consideration for the premium paid for this Policy, it is agreed that the Miscellaneous Professional Liability Coverage Part is amended as follows:

1. Section **II. Definitions** is amended as follows:

- a. The definition of **Professional Services** is amended to include **Association Services**.
- b. The following new definitions are added:

Association Services means the administration, operation, and management of the association on behalf of its members as well as providing training, advertising, marketing, and publishing of material related to association activities.

Proprietary Rights Injury means injury arising out of one or more of the following offenses:

- 1. infringement of copyright, title, slogan, logo, trademark, trade name, trade dress, service mark or service name other than as respects software or software technology;
- 2. plagiarism, piracy, misappropriation of ideas under implied contract or other misappropriation of property rights, ideas or information other than as respects software or software technology;
- 3. unfair competition or unfair trade practices alleged in conjunction with 1 or 2 above, including but not limited to dilution, confusion, deceptive trade practices or unfair trade practices, civil actions for consumer fraud, false, disruptive or misleading advertising or misrepresentation in advertising.

Wrongful Employment Practice means:

- 1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
- 2. employment-related misrepresentation;
- 3. violation of any federal, state or local laws (whether common-law or statutory) concerning employment or discrimination in employment, including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866;
- 4. sexual harassment or other unlawful harassment in the work place;
- 5. wrongful deprivation of career opportunity or failure to employ or promote;
- 6. wrongful discipline of employees;
- 7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
- 8. negligent evaluation of employees;
- 9. failure to adopt adequate workplace or employment policies and procedures;
- 10. employment-related defamation or invasion of privacy; or employment-related wrongful infliction of emotional distress.

- c. Solely with respect to **Association Services**, the following is added to the definition of **Insured Persons** in Section **II. DEFINITION**:



Insured Persons also includes committee members, trustees and volunteers of the **Named Company**.

2. Solely with respect to **Association Services**, the definition of **Claim** in Section **II. DEFINITIONS** is deleted in its entirety and replaced with the following:

Claim means a written demand received by a **Named Company Insured** for monetary damages or non-monetary relief arising out of a **Wrongful Act**, including **Personal Injury** and **Proprietary Rights Injury**, in the performance of **Professional Services**. A written demand shall include, but is not limited to:

- a. a civil adjudicatory proceeding or arbitration;
- b. a formal administrative or regulatory adjudicatory proceeding; or
- c. a formal civil, administrative or regulatory investigation;

against a **Named Company Insured**, including any appeal therefrom.

3. Solely with respect to **Association Services**, Section **III. EXCLUSIONS**, Subsection 1., Exclusions Applicable to all **Loss**, is amended by deleting paragraph k. in its entirety and replacing it with the following:

- k. based upon, directly or indirectly arising out of, or in any way involving:

(1) charges of price fixing, restraint of trade, monopolization or unfair trade; or

(2) any actual or alleged violation of:

(a) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade; or

(b) any rules or regulations promulgated under or in connection with the above statutes; or

(c) any similar provision of any state, federal or local statutory law or common law

not directly related to a **Claim** alleging a **Proprietary Rights Injury** as defined in paragraphs 1 and 2 of the definition of **Proprietary Rights Injury**.

4. Solely with respect to **Association Services**, Section **III. EXCLUSIONS**, Subsection 1., Exclusions Applicable to all **Loss**, is amended by deleting paragraph j. in its entirety and replacing it with the following:

- j. based upon, directly or indirectly arising out of, or in any way involving discrimination, humiliation, harassment or misconduct that includes but shall not be limited to **Claims** based on an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status or sexual preference. The Insurer, however, shall provide a defense for such **Claims** relating to the **Named Company Insureds** selection or allowance of members into the association until a judgment or final adjudication adverse to the **Named Company Insureds** shall establish such behavior occurred as an essential element of the cause of action so adjudicated. No coverage exists for **Claims** for discrimination humiliation, harassment or misconduct brought by any past, present or prospective employee of the **Named Company Insured**;

5. Solely with respect to **Association Services**, Section **III. EXCLUSIONS**, Subsection 1., Exclusions Applicable to all **Loss**, is amended by adding the following new exclusions:

- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement of patent;



- based upon, directly or indirectly arising out of, or in any way involving the misappropriation of trade secrets;
- based upon, directly or indirectly arising out of, or in any way involving the unauthorized use of confidential or proprietary information;
- based upon, directly or indirectly arising out of, or in any way involving a governmental intervention, cease or desist order, or the insolvency, receivership, bankruptcy or inability to pay of any organization;
- based upon, directly or indirectly arising out of, or in any involving any placement or referral of any insurance or bond;
- brought by or on behalf of any federal, state or local regulatory agency or office, whether such **Claim** is brought in the name of such regulatory agency or office or by or on behalf of such regulatory agency or office or in the name of any other entity;
- based upon, directly or indirectly arising out of, or in any way involving services as an accountant, lawyer, insurance agent, insurance broker, mortgage broker, mortgage banker, escrow agent, real estate agent, or real estate broker;
- based upon, directly or indirectly arising out of, or in any way involving any **Claim** relating to a **Wrongful Employment Practice**.

All other terms and conditions of the Policy remain unchanged.

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**PROFESSIONAL SERVICES ENDORSEMENT
ASSOCIATION MANAGEMENT SERVICES**

In consideration for the premium paid for this Policy, it is agreed that the Miscellaneous Professional Liability Coverage Part is amended as follows:

1. Section **II. Definitions** is amended as follows:

- a. The definition of **Professional Services** is amended to include **Association Management Services**.
- b. The following new definitions are added:

Association Management Services means the administration, operation, and management of the association for others for a fee.

2. Solely with respect to **Association Management Services**, Section **III. EXCLUSIONS**, Subsection 1., Exclusions Applicable to all **Loss**, is amended by adding the following new exclusions:

- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement or misappropriation of copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan;
- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement of patent;
- based upon, directly or indirectly arising out of, or in any way involving the misappropriation of trade secrets;
- based upon, directly or indirectly arising out of, or in any way involving the unauthorized use of confidential or proprietary information;
- based upon, directly or indirectly arising out of, or in any way involving a governmental intervention, cease or desist order, or the insolvency, receivership, bankruptcy or inability to pay of any organization;
- based upon, directly or indirectly arising out of, or in any way involving any placement or referral of any insurance or bond;
- brought by or on behalf of any federal, state or local regulatory agency or office, whether such **Claim** is brought in the name of such regulatory agency or office or by or on behalf of such regulatory agency or office or in the name of any other entity;
- based upon, directly or indirectly arising out of, or in any way involving services as an accountant, lawyer, insurance agent, insurance broker, mortgage broker, mortgage banker, escrow agent, real estate agent, or real estate broker;
- based upon, directly or indirectly arising out of, or in any way involving the commingling, misappropriation or improper use of funds, or arising out of the gaining of any personal profit or advantage to which the **Named Company Insured** is not legally entitled.

3. Solely with respect to **Association Management Services**, Section **III. EXCLUSIONS**, Subsection 2., Exclusions Applicable to a Portion of **Loss**, is amended by deleting paragraph a. in its entirety.

All other terms and conditions of the Policy remain unchanged.



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**PROFESSIONAL SERVICES ENDORSEMENT
MORTGAGE BANKING SERVICES**

In consideration for the premium paid for this Policy, it is agreed that:

1. The following are **Professional Services**, as that term is used in the *Miscellaneous Professional Liability Coverage Part*:

Mortgage Banking Services

2. It is further understood and agreed that the *Miscellaneous Professional Liability Coverage Part* is amended as follows:

- a. Section **II. DEFINITIONS** is amended by adding the following new definitions:

- **Mortgage Banking Services** means originating, pooling, processing, negotiating, approving, reviewing, analyzing, evaluating, researching, warehousing, terminating, financing, disbursing, releasing, escrowing, reserving, collecting and reselling of commercial or residential real estate mortgage loans in the primary and secondary market, including providing these services by internet or other electronic medium. **Mortgage Banking Services** also includes any valuations, due diligence or collateral determination done in connection with such loans.
- **Fee Dispute Defense Costs** means **Defense Costs** directly or indirectly resulting from any disputes over the **Named Company's** fees or charges, including but not limited to servicing fees of a mortgage loan originated by a **Named Company Insured** solely in the performance of **Mortgage Banking Services**.

- b. Solely with respect to coverage afforded under this Endorsement for **Mortgage Banking Services**, Section **II. DEFINITIONS** is amended as follows:

- a. The definition of **Insured Persons** is amended to add the following new paragraph:

- any independent contractor or leased employee of the **Named Company Insured** or any **Subsidiary**, but solely for **Mortgage Banking Services** performed on behalf of the **Named Company Insured** or any **Subsidiary**.

- b. The definition of **Loss** is amended to delete paragraph a. and replace it as follows:

- a. the return or restitution of fees, expenses or costs for **Mortgage Banking Services** performed or to be performed by a **Named Company Insured**. However, this paragraph shall not apply to **Fee Dispute Defense Costs** which are subject to the **Fee Dispute Defense Costs** limit of liability as set forth below.

- c. Solely with respect to **Mortgage Banking Services**, Section **III., EXCLUSIONS**, 1. Exclusions Applicable to all **Loss**, is amended by adding the following new exclusions:

- based upon, directly or indirectly arising out of, or in any way involving a cease and desist order, the insolvency, bankruptcy, licensing, receivership, liquidation or inability to pay of any insurer, trust, organization or other vehicle directly or indirectly in which any **Named Company Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
- based upon, directly or indirectly arising out of, or in any way involving any transaction involving a loan funded in whole or in part with any **Named Company Insured's** own funds. However this exclusion will not apply to loans funded temporarily and sold to an investor within six months.
- based upon, directly or indirectly arising out of, or in any way involving any transaction in which any **Named Company Insured** has any financial interest as a buyer or seller of real property;



- based upon, directly or indirectly arising out of, or in any way involving the commingling, misappropriation or improper use of, or failure to pay or safeguard funds; or based upon, directly or indirectly arising out of, or in any way involving the gaining of any personal profit or advantage to which the **Named Company Insured** is not legally entitled;
 - based upon, directly or indirectly arising out of, or in any way involving the failure to effect or maintain any insurance or bond, or to any failure to cover certain perils or to purchase an adequate amount or type of insurance;
 - based upon, directly or indirectly arising out of, or in any way involving services as a real estate agent or broker, salesperson, consultant, appraiser, attorney, and/or insurance agent or broker;
 - based upon, directly or indirectly arising out of, or in any way involving the notarized certification or acknowledgment of a signature without the physical appearance before the **Insured Person** of the person who is, or claims to be the person signing the instrument.
 - based upon, directly or indirectly arising out of, or in any way involving the unauthorized use of confidential or proprietary information;
 - based upon, directly or indirectly arising out of, or in any way involving any advice as to the future value of investments;
 - based upon, directly or indirectly arising out of, or in any way involving any syndication activities;
 - brought by or on behalf of any federal, state or local regulatory agency or office, whether such **Claim** is brought in the name of such regulatory agency or office or by or on behalf of such regulatory agency or office. This exclusion shall not apply to any **Claims** based upon **Mortgage Banking Services** by or on behalf of the **Named Company Insureds** directly for any such regulatory agency or office which is a direct client of the **Named Company**.
 - based upon, directly or indirectly arising out of or in any way involving the failure or refusal to repurchase a loan.
- d. Solely with respect to this endorsement, Section **III., EXCLUSIONS**, 1. Exclusions Applicable to all **Loss**, paragraph k., subparagraph (2) (a) is deleted in its entirety and replaced by the following:
- (a) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, or restraint of trade. However nothing in this exclusion shall apply to **Defense Costs** for price discrimination or predatory pricing.
- e. Solely with respect to **Mortgage Banking Services**, Section **III., EXCLUSIONS**, 1. Exclusions Applicable to all **Loss**, is amended by deleting subparagraph d.(1) in its entirety and replaced with the following:
- (1) a **Named Company Insured's** actual or alleged liability under any oral or written contract or agreement to pay consequential or liquidated damages.
- f. Section **III., EXCLUSIONS**, 2. Exclusions Applicable to a Portion of **Loss**, is amended as follows:
- a. Paragraph a. is deleted in its entirety.
- b. The following new exclusion is added:
- The Insurer shall not be liable to pay any **Loss** under this Coverage Part, other than **Defense Costs**, in connection with any **Claim** made against a **Named Company**



Insured based upon, directly or indirectly arising out of, or in any way involving any defective deed or title;

3. Section **V. LIMITS OF LIABILITY/RETENTIONS** of the General Terms and Conditions is amended by the addition of the following:

- The **Fee Disputes Defense Costs** limit of liability set forth below shall be the maximum aggregate limit of liability of the Insurer for all **Fee Dispute Defense Costs** under this Policy. This limit of liability is a sublimit which further limits and does not increase the limits of liability set forth in paragraphs 1, 2, 3 and 4 of this Section.

Fee Disputes Defense Costs limit of liability - \$50,000 sub-limit of liability.

All other terms and conditions of the Policy remain unchanged.

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PROFESSIONAL SERVICES ENDORSEMENT – DIRECT MAIL SERVICES

In consideration for the premium paid for this Policy, it is agreed that the Miscellaneous Professional Liability Coverage Part is amended as follows:

1. Section **II., Definitions**, is amended as follows:

- a. The definition of **Professional Services** is amended to include **Direct Mail Services**.
- b. The following new definitions are added:

Direct Mail Services means the **Named Company Insured's** printing, packaging and mailing of:

- a. a client's marketing materials; or
- b. marketing materials developed by a **Named Company Insured** for a client.

Computer Virus means a computer program or piece of code that automatically copies itself and infects other programs or disks causing loss or impairment of stored data and/or systems failure or malfunction.

Material means the content of any media.

Media Activity means:

- a. gathering, acquiring, obtaining, researching, developing and preparing of **Material**, including such activity done by a **Named Company Insured** whose business is advertising; and
- b. the dissemination or utterance of **Material** through any medium, including wireless or electronic mediums, including:
 - i. publishing, producing, programming, filming, videotaping, printing, exhibiting, and recording;
 - ii. broadcasting, telecasting, webcasting, cablecasting; and
 - iii. syndicating, selling, leasing, licensing, distributing, serializing or releasing.

Media Claim means a **Claim** arising out of **Media Activity** and alleging:

- a. any defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, negligent or intentional infliction of emotional distress, outrage or outrageous conduct;
- b. any invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
- c. false arrest, detention or imprisonment or malicious prosecution;
- d. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
- e. infringement of copyright, title, slogan, logo, trademark, trade name, trade dress, service mark or service name;
- f. plagiarism, piracy, misappropriation of ideas under implied contract or other misappropriation of property rights, ideas or information; or



- g. unfair competition or unfair trade practices including but not limited to dilution, confusion, deceptive trade practices or unfair trade practices, civil actions for consumer fraud, false, disruptive or misleading advertising or misrepresentation in advertising;

Over-Redemption means price discounts, prizes, awards, or other valuable consideration given in excess of the total contracted or expected amount.

Unauthorized Access means access to or use of an electronic system or program by a third party outside of their access privileges.

- c. The following is added to the definition of **Loss**:

Loss shall not include production costs, loss of profits, or the costs of recalling, returning, restoring, replacing, reproducing, reprinting or correcting of any material furnished by or to any **Named Company Insured**.

2. Solely with respect to coverage afforded under this Endorsement, Section **III., Exclusions**, is amended by adding the following exclusions to Subsection 1., Exclusions Applicable to all **Loss**:

- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement or misappropriation of copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan;
- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement of patent;
- based upon, directly or indirectly arising out of, or in any way involving the misappropriation of trade secrets;
- based upon, directly or indirectly arising out of, or in any way involving the unauthorized use of confidential or proprietary information;
- based upon, directly or indirectly arising out of, or in any way involving the publicity or promotion of lotteries, sweepstakes, contests or games of chance including **Over-Redemption** relating therefrom;
- based upon, directly or indirectly arising out of, or in any way involving any mechanical or electrical failure, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, induction, power fluctuations;
- based upon, directly or indirectly arising out of, or in any way involving the failure to prevent **Unauthorized Access**; or
- based upon, directly or indirectly arising out of, or in any way involving a **Computer Virus**.
- based upon, directly or indirectly arising out of, or in any way involving a **Media Claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**PROFESSIONAL SERVICES ENDORSEMENT
FULFILLMENT SERVICES**

In consideration for the premium paid for this Policy, it is agreed that the Miscellaneous Professional Liability Coverage Part is amended as follows:

1. Section **II., Definitions**, is amended as follows:

- a. The definition of **Professional Services** is amended to include **Fulfillment Services**.
- b. The following new definitions are added:

Fulfillment Services mean the **Named Insured Company** performing for clients':

- (i.) the printing and/or mailing of clients' products;
- (ii.) the handling of clients' refunds and exchanges;
- (iii.) the processing of clients' reports; and
- (iv.) the providing other customer service functions for clients.

Over-Redemption means price discounts, prizes, awards, or other valuable consideration given in excess of the total contracted or expected amount;

Unauthorized Access means access to or use of an electronic system or program by a third party outside of their access privileges.

Computer Virus means a computer program or piece of code that automatically copies itself and infects other programs or disks causing loss or impairment of stored data and/or systems failure or malfunction.

2. Solely with respect to coverage afforded under this Endorsement for **Fulfillment Services**, Subsection 3, the definition of **Loss**, is deleted in its entirety and the following is inserted:

3. **Loss** means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest) and **Defense Costs** for which a **Named Company Insured** is legally obligated to pay on account of a covered **Claim**. Loss shall not include:

- a. the return or restitution of fees, expenses or costs for **Professional Services** performed or to be performed by a **Named Company Insured**;
- b. civil or criminal fines or penalties, or imposed by law;
- c. taxes;
- d. matters which are uninsurable under the law pursuant to which this Policy shall be construed;
- e. production costs, loss of profits, or the costs of recalling, returning, restoring, replacing, reproducing, reprinting or correcting any material furnished by or to any **Named Company Insured**.

Loss shall include punitive, exemplary or multiple damages if insurable, to the fullest extent permitted by any applicable law. Where the **Named Company Insureds** reasonably determine that punitive, exemplary or multiple damages are insurable under any applicable law, the Insurer shall not challenge that determination of insurability.

3. Solely with respect to coverage afforded under this Endorsement for **Fulfillment Services**, Section III, **Exclusions**, is amended by adding the following exclusions to Subsection 1, Exclusions Applicable to all **Loss**:



- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement or misappropriation of copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan;
 - based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement of patent;
 - based upon, directly or indirectly arising out of, or in any way involving the misappropriation of trade secrets;
 - based upon, directly or indirectly arising out of, or in any way involving the unauthorized use of confidential or proprietary information;
 - based upon, directly or indirectly arising out of, or in any way involving the publicity or promotion of lotteries, sweepstakes, contests or games of chance including **Over-Redemption** relating there from.
 - based upon, directly or indirectly arising out of, or in any way involving any mechanical or electrical failure, including any electrical power interruption of surge, brownout, blackout, short circuit, over voltage, induction, power fluctuations;
 - based upon, directly or indirectly arising out of, or in any way involving the failure to prevent **Unauthorized Access** unless such **Unauthorized Access** is the result of a malfunction of software products designed by the **Named Company Insured**;
 - brought by or on behalf of any federal, state or local regulatory agency or office, whether such **Claim** is brought in the name of such regulatory agency or office or by or on behalf of such regulatory agency or office or in the name of any other entity;
 - based upon, directly or indirectly arising out of, or in any way involving any **Claim** relating to a **Computer Virus**.
 - based upon, directly or indirectly arising out of, or in any way involving the commingling, misappropriation or improper use of, or failure to pay or safeguard funds; or based upon, directly or indirectly arising out of, or in any way involving the gaining of any personal profit or advantage to which the **Named Company Insured** is not legally entitled;
4. Solely with respect to coverage afforded under this Endorsement for **Fulfillment Services**, Section III, **Exclusions**, is amended at Subsection 2., Exclusions Applicable to a Portion of **Loss**, by deleting paragraph a. in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



SEPARATE RETENTION FOR CLAIM FROM CALIFORNIA EMPLOYEE
(for use with E-Pack, G-132823-A)

In consideration of the premium paid for this Policy it is agreed that the General Terms & Conditions Section V. LIMIT OF LIABILITY/RETENTIONS, Paragraph 7 is amended by the addition of the following language:

- d. Each and every **Claim**, brought under the Employment Practices Liability Coverage Part made against **Named Company Insured** by an **Employee** located in California, shall be subject to a separate retention in the amount of \$_____.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND EXCLUSION G.

In consideration of the premium paid, it is hereby understood and agreed that the Employment Practices Liability Coverage Part, Section III. Exclusions, Paragraph 1. Exclusions Applicable to All Loss, Exclusion g. is deleted in its entirety and replaced with the following:

- g. involving a lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations, or the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state, local or common law;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



WRONGFUL EMPLOYMENT PRACTICE EXCLUSION

In consideration for the premium paid for this Policy, it is agreed that the Directors & Officers Liability Coverage Part is amended as follows:

1. Section II, **DEFINITIONS**, is amended by adding the following new Definition:

Wrongful Employment Practice means any actual or alleged error, misstatement, misleading statement, act or omission or neglect or breach of duty constituting or related to:

- a. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
- b. employment-related misrepresentation;
- c. violation of any federal, state or local laws (whether common-law or statutory) concerning employment or discrimination, including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866;
- d. sexual harassment or other unlawful harassment;
- e. wrongful deprivation of career opportunity or failure to employ or promote;
- f. wrongful discipline of employees;
- g. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
- h. negligent evaluation of employees;
- i. failure to adopt adequate workplace or employment policies and procedures;
- j. employment-related defamation or invasion of privacy; or
- k. employment-related wrongful infliction of emotional distress.

2. Section IV, **EXCLUSIONS**, paragraph 1. Exclusions Applicable to All Loss is amended by adding the following new Exclusion:

- based upon, directly or indirectly arising out of, or in any way involving any **Wrongful Employment Practice**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



CODEFENDANT COVERAGE ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement amends the following Coverage Parts if purchased:

- ☐ Employment Practices Liability Coverage Part
- ☐ Directors & Officers Liability Coverage Part
- ☐ Entity Liability Coverage Part (General Coverage)
- ☐ Fiduciary Liability Coverage Part
- ☐ Miscellaneous Professional Liability Coverage Part
- ☐ Media Liability Coverage Part

1. The General Terms & Conditions, Section **II, DEFINITIONS**, the Definition of **Named Company Insureds** is amended to add the following:

Named Company Insureds shall also include _____ but only if and so long as the **Claim** made against _____ is also made and continuously maintained against another **Named Company Insured** and such **Claim** arises out of a **Wrongful Act** by or on behalf of another **Named Company Insured** and is otherwise covered under this Policy.

However, solely with respect to any **Claim** brought against _____, the Insurer shall not be obligated to pay any **Loss** other than that which constitutes **Defense Costs** on behalf of _____.

2. Solely with respect to the entity or person named above, Item 5. on the Declarations, Prior or Pending/Retroactive Date, is deleted in its entirety and replaced as follows:

Prior or Pending/Retroactive Date: _____

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
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AMEND DEFINITION OF INSURED TO INCLUDE JOINT VENTURE

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. The General Terms & Conditions, Section **II. DEFINITIONS**, Definition 9. **Named Company Insureds** is amended to add the following language:

Named Company Insureds shall also mean **Joint Venture**.

2. Section **II. DEFINITIONS**, is amended to add the following new Definition:

Joint Venture means any entity in which and so long as exactly 50% of the voting stock is owned by **Named Company** or any **Subsidiary**, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such entity, and the **Named Company** or any **Subsidiary** solely controls the management and operation of such entity:

- a. on or before the effective date of this Policy; or
- b. after the effective date of this Policy by reason of being created or acquired by **Named Company** or any **Subsidiary** after such date, if and to the extent coverage with respect to the entity is afforded pursuant to the new Section added below in #3,

including any such entity as a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country.

3. The following new Section is added:

COVERAGE FOR NEW JOINT VENTURES

1. If, after the effective date of this Policy, **Named Company** or any **Subsidiary** creates or acquires a **Joint Venture** then any subsidiaries, plans, directors, officers, trustees or employees of such **Joint Venture** who otherwise would thereby become a **Named Company Insured**, shall be covered under this Policy, subject to its terms and conditions, only if:
 - a. the fair value of all cash, securities, assumed indebtedness and other consideration paid by **Named Company** or any **Subsidiary** in such transaction does not exceed 25% of the total consolidated assets of **Named Company** as of the date of **Named Company's** most recent audited consolidated financial statement prior to such transaction; or
 - b. other than as described in paragraph a immediately above, the Insurer, at its sole option upon submission of such information as the Insurer may require, and payment of any additional premium and/or amendment of the provisions of the Policy, agrees to provide coverage for such subsidiaries, plans, directors, officers or employees.
2. There shall be no coverage under any Coverage Part for any **Wrongful Act** by a new **Joint Venture**, or by any persons or entities considered to be **Named Company Insureds** pursuant to paragraph 1 above, if such **Wrongful Act** occurred in whole or in part before the effective date of such creation, or if any **Wrongful Act** occurring on or after such date which, together with any **Wrongful Acts** occurring before such date, would be considered **Interrelated Wrongful Acts**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.



By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



PARENT COMPANY CODEFENDANT COVERAGE ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement amends the following Coverage Parts if purchased:

- ☐ Employment Practices Liability Coverage Part
- ☐ Directors & Officers Liability Coverage Part
- ☐ Entity Liability Coverage Part (General Coverage)
- ☐ Fiduciary Liability Coverage Part
- ☐ Miscellaneous Professional Liability Coverage Part
- ☐ Media Liability Coverage Part

The General Terms & Conditions, Section II, **DEFINITIONS**, is amended as follows:

1. The Definition of **Named Company Insureds** is amended to add the following:

Named Company Insureds shall also mean **Parent Company** and any Director or Officer of **Parent Company**, but only if and so long as a **Claim** made against **Parent Company** or any Director or Officer of **Parent Company** is also made and continuously maintained against another **Named Company Insured** and such **Claim** arises out of a **Wrongful Act** by or on behalf of another **Named Company Insured** and is otherwise covered under this Policy.

2. The following new Definition is added:

Parent Company means any corporation that owns, either directly or indirectly, more than 50% of the voting stock of the **Named Company**, but only for so long as such corporation maintains direct or indirect ownership of more than 50% of the voting stock of the **Named Company**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
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AMEND BREACH OF CONTRACT EXCLUSION

In consideration of the premium paid for this Policy, it is agreed that the Entity Liability Coverage Part, Section **III, EXCLUSIONS** Paragraph 1., Exclusions Applicable to All **Loss**, Exclusion I is deleted in its entirety and replaced as follows:

- I. for breach of any express written contract or agreement, provided this exclusion shall not apply to the extent that **Named Company** or such **Subsidiary** would have been liable in the absence of such written contract or agreement;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

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PROFESSIONAL SERVICES ENDORSEMENT
For use with E-Pack MPL Coverage Part
Hotel Manager Services

In consideration for the premium paid for this Policy, it is agreed that the *Miscellaneous Professional Liability Coverage Part* is amended as follows:

1. Section II, **Definitions**, is amended as follows:

a. Subsection 5, **Professional Services**, is amended by adding the following:

Professional Services also means **Hotel Manager** services.

b. The following new definition is added:

Hotel Manager means a person providing the following services in connection with the management of hotels for others for a fee:

- a. development of room rental rates, hours of operation, and hotel rules and regulations;
- b. development and implementation of an annual advertising program;
- c. development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the hotel;
- d. personnel administration and record keeping in connection with a managed property;
- e. feasibility studies and recommendations as respects maintenance, repairs, renovations alterations of the managed premises.

c. The definition **Personal Injury** at subsection 4 is amended by adding the following:

Personal Injury also means injury arising out of malicious prosecution, wrongful entry or eviction, or other invasion of the right to private occupancy.

2. Solely with respect to coverage afforded under this Endorsement, Section III, **EXCLUSIONS**, is amended by adding the following exclusions to Subsection 1, Exclusions Applicable to all Loss:

- based upon, directly or indirectly arising out of, or in any way involving the commingling, misappropriation, or improper use of, or failure to pay, collect or safeguard funds; or based upon, directly or indirectly arising out of, or in any way involving the gaining of any personal profit or advantage to which the **Named Company Insured** is not legally entitled;
- based upon, directly or indirectly arising out of, or in any way involving a cease or desist order, the insolvency, bankruptcy, licensing, receivership, liquidation or inability to pay of any insurer, trust, organization or other vehicle directly or indirectly in which any **Named Company Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
- based upon, directly or indirectly arising out of, or in any way involving any conflict of interest of the **Named Company Insured** in the performance of **Professional Services**;
- based upon, directly or indirectly arising out of, or in any way involving **Hotel Manager Services** in which any **Named Company Insured** or any company affiliated with any **Named Company Insured** was a developer, constructor or builder;
- based upon, directly or indirectly arising out of, or in any way involving the failure to effect or maintain any insurance or bond, or to any failure to cover certain perils or to purchase an adequate amount or type of insurance;
- based upon, directly or indirectly arising out of, or in any way involving any advice as to the future value of property;



- based upon, directly or indirectly arising out of, or in any way involving services as an accountant, lawyer, insurance agent, insurance broker, mortgage broker, mortgage banker, escrow agent;
 - based upon, directly or indirectly arising out of, or in any way involving the transfer or failure to transfer funds, monies or securities;
 - based upon, directly or indirectly arising out of, or in any way involving the formation, syndication, promotion, roll-up, operation or administration of any property syndication, real estate investment trust or any other form of corporation, general or limited partnership or joint venture;
 - based upon, directly or indirectly arising out of, or in any way involving tax advice rendered by the **Named Company Insured**;
 - based upon, directly or indirectly arising out of, or in any way involving any hotel security operations;
 - based upon, directly or indirectly arising out of, or in any way involving any notarized certification or acknowledgement of a signature without the physical appearance before a **Named Company Insured** of the person who is, or claims to be, the person signing the instrument.
3. Solely with respect to **Hotel Management Services**, as a condition precedent to coverage under this endorsement, the **Named Company Insured** agrees and warrants that Comprehensive General Liability insurance, including products/completed operations and premises/operations, covering bodily injury and property damage, in the amount of \$1,000,000 applying to the **Named Company Insured's** operations shall be kept in force during the **Policy Period**.
4. Solely with respect to **Hotel Management Services**, Section III. **EXCLUSIONS**, 2. Exclusions Applicable to a Portion of Loss, Paragraph A. is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
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**PROFESSIONAL SERVICES ENDORSEMENT
TRAVEL AGENT SERVICES**

In consideration for the premium paid for this Policy, it is agreed that the following are **Professional Services**, as that term is used in the *Miscellaneous Professional Liability Coverage Part*:

Travel Agent Services

It is further understood and agreed that the *Miscellaneous Professional Liability Coverage Part* is amended as follows:

1. Section **II. DEFINITIONS** is amended by adding the following new definitions:

Travel Agent Services means attending to the details of transportation, itinerary, and accommodations for travelers.

Over-Redemption means price discounts, prizes, awards, or other valuable consideration given in excess of the total contracted or expected amount;

2. Solely with respect to **Travel Agent Services**, Section **II. DEFINITIONS 3., Loss**, is deleted in its entirety and replaced with the following:

3. **Loss** means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest) and **Defense Costs** for which a **Named Company Insured** is legally obligated to pay on account of a covered **Claim**. **Loss** shall not include:

- a) the return or restitution of fees, expenses or costs for **Travel Agent Services** performed or to be performed by a **Named Company Insured**;
- b) criminal or civil fines or penalties imposed by law;
- c) taxes;
- d) matters which are uninsurable under the law pursuant to which this Policy shall be construed; or
- e) costs associated with the repurchase, refinance or replacement of any transportation, itinerary, and accommodations for travelers.

Loss shall include punitive, exemplary or multiple damages, if insurable, to the fullest extent permitted by any applicable law. Where the **Named Company Insureds** reasonably determine that punitive, exemplary or multiple damages are insurable under any applicable law, the Insurer shall not challenge that determination of insurability.

3. Solely with respect to **Travel Agent Services**, Section **III., EXCLUSIONS**, Paragraph 1. Exclusions Applicable to all **Loss**, Exclusion a. is deleted in its entirety and replaced with the following:

- a. based upon, directly or indirectly arising out of, or in any way involving any actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person, or damage to, destruction of or loss of use of any property;

4. Solely with respect to **Travel Agent Services**, Section **III, Exclusions**, 1. Subsection 1, Exclusions Applicable to all **Loss** is amended by adding the following new exclusions:

- based on or arising out of the unauthorized use of confidential or proprietary information;



- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged infringement or misappropriation of copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan;
- based upon, directly or indirectly arising out of, or in any way involving actual or alleged infringement of any patent;
- based upon, directly or indirectly arising out of, or in any way involving the actual or alleged misappropriation of trade secrets;
- based on or arising out of any inability or failure to pay, collect, or safeguard funds;
- based on or arising out of the failure effect or maintain any insurance or bond;
- based on or arising out of hotel security operations;
- based on or arising out of invasion, act of foreign enemies, hostilities (whether war being declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by, or under the order of any government or public or local authority;
- based on or arising out of tour operations.
- based upon, directly or indirectly arising out of, or in any way involving the publicity or promotion of lotteries, sweepstakes, contests or games of chance including **Over-Redemption** relating there from.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



PROPERTY MANAGER ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement amends the following Coverage Parts if purchased:

Employment Practices Liability Coverage Part
Directors & Officers Liability Coverage Part
Entity Liability Coverage Part (General Coverage)
Fiduciary Liability Coverage Part
Miscellaneous Professional Liability Coverage Part
Media Liability Coverage Part

The section captioned **DEFINITIONS** is amended as follows:

The definition of **Insured Persons**, is amended to include the following:

Insured Persons shall also include _____ but only with respect to activities performed in connection with the properties managed by the **Named Company**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
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AMEND INSURED V. INSURED EXCLUSION

In consideration of the premium paid, it is understood and agreed that the Directors and Officers Liability Coverage Part Section **IV. EXCLUSIONS**, sub-section 1. Exclusions Applicable to all **Loss**, Exclusion g., is deleted in its entirety and replaced as follows:

- g. by or on behalf of any of the other **Insured Persons** in any capacity, except and to the extent that:
- (1) such **Claim** is by an officer who is not a director of **Named Company** for any employment-related **Wrongful Act**;
 - (2) such **Claim** is in the form of a crossclaim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this Coverage Part; or
 - (3) such **Claim** is brought by a former director or officer of **Named Company**; for purposes of this section, former director or officer shall mean any natural person who previously served as, but is currently not, nor has not been a director or officer of **Named Company** for at least four (4) years;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
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THIRD PARTY CLAIMS ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement amends the following:

Employment Practices Liability Coverage Part

The section captioned **Insuring Agreement** is deleted in its entirety and replaced with the following:

The Insurer shall pay on behalf of **Named Company**, any **Subsidiary** or any **Insured Person Loss** resulting from any **Claim** first made against the **Named Company Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, by or on behalf of:

- a. a natural person who is an **Employee** or applicant for employment for a **Wrongful Employment Practice**;
- b. any other natural person, but solely for a **Wrongful Employment Practice** as described in paragraph c and d of the definition of **Wrongful Employment Practice**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



THIRD PARTY CLAIMS SUBLIMIT AND RETENTION ENDORSEMENT

In consideration of the premium paid for this policy, it is agreed that the *Employment Practices Liability Coverage Part* is amended as follows:

1. The Declarations Page, Item 5. Coverage Schedule, Employment Practices Liability is amended to add the following new language:

\$_____ Sublimit of liability applicable to **Loss** in connection with any Claim arising out of Insuring Agreement, paragraph b.

\$_____ Retention applicable to each **Claim** arising out of Insuring Agreement, paragraph b.

2. The General Terms & Conditions, Section V. **LIMIT OF LIABILITY/RETENTIONS**, Paragraph 4, is amended by the addition of the following:

The sublimit of liability for **Loss** in connection with all **Claims** arising out of the Employment Practices Liability Coverage Part, Insuring Agreement b. shall be the maximum aggregate Limit of Liability applicable to all **Loss** in connection with all such **Claims**. This sublimit is part of, and not in addition to, the Limit of Liability set forth on the Declarations Page and as such, shall not increase the Insurer's Limit of Liability under this Policy. The Insurer's obligations under this Policy with respect to **Loss** in connection with such **Claims** shall be completely fulfilled and extinguished if such sublimit is exhausted by payment of such **Loss**.

3. The General Terms & Conditions, Section **V. LIMIT OF LIABILITY/RETENTIONS**, Paragraph 7, is amended by the addition of the following:

The Retention amount for each and every **Claim** arising out of Employment Practices Liability Coverage Part, Insuring Agreement b. shall be the Retention applicable to **Loss** in connection with each such **Claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



RISK MITIGATION CREDIT ENDORSEMENT

In consideration of the premium paid for this Policy, the Employment Practices Liability Coverage Part is amended to add the following new Section:

RISK MITIGATION CREDIT

The Insurer will reduce **Named Company** or any **Subsidiary's** retention for a **Claim** by 50%, up to \$10,000, whichever is less, if the **Named Company** or any **Subsidiary** involved in such Claim demonstrates, to our reasonable satisfaction, the existence of the following four (4) conditions:

1. A copy of the **Named Company** or any **Subsidiary's** written policy on sexual harassment which has been distributed to all employees;
2. A copy of the **Named Company** or any **Subsidiary's** written policy on discrimination which has been distributed to all employees;
3. A copy of the **Named Company** or any **Subsidiary's** written policy on employee grievance or complaint procedure; and
4. Proof that all directors, officers and managers of the **Named Company** or any **Subsidiary** have attended outside training and education programs on sexual harassment within the last 24 months prior to the filing of a **Claim**.

In the event that one **Claim** is eligible for both this Risk Mitigation Credit Section and the Mediation provision found in the General Terms & Conditions, Section VI. Paragraph 2.b., then the **Named Company** or any **Subsidiary** shall receive only the benefit of one retention credit, but not both. In no way shall either section be construed to afford any more than a total of 50% or \$10,000 credit toward any one retention for any one **Claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	08-13-2007
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Comments:

Attachments:

AR PC TD 07.pdf

PC FF all wor.pdf

Satisfied -Name:	Cover Letter	Review Status:	Approved	08-13-2007
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Comments:

Attachment:

AR #06-2148 Cover letter.pdf

Satisfied -Name:	Resp 4-12-2007	Review Status:	Approved	08-13-2007
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Comments:

Attachments:

AR #06-2148 Resp #1.pdf

062148 AR FFM_042007_Epack FFM AR.pdf

AR139042(7-00-update).pdf

AR-Epack 5-03.pdf

EPACK-0403F_Apvd-AR.pdf

EPACK-0403R_Apvd-AR.pdf

Satisfied -Name:	Response	Review Status:	Approved	08-13-2007
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Comments:

Attachment:

AR #06-2148 Resp #2.pdf

Satisfied -Name:	Response	Review Status:	Approved	08-13-2007
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Comments:

In response to your comments we will be doing the following:

(1) specifying that Form GSL4967XX will not be used for an account that purchases the MPL Coverage Part; and (2) withdraw Form GSL8028XX from this filing.

We hope that you can now approve this filing.

Robert ALonzo

Attachment:

062148 AR FFM_082007_AR Epack FFM.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
CNA	218

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Continental Casualty Company	IL	20443	36-2114545	

5. Company Tracking Number	06-2148
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Robert Alonzo 40 Wall Street New York, NY 10005	State Filing Analyst	877-269-3277 x3478	212-440-2877	robert.alonzo@cna.com

7. Signature of authorized filer	<i>Robert Alonzo</i>
8. Please print name of authorized filer	Robert Alonzo

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Other Liability
10. Sub-Type of Insurance (Sub-TOI)	Professional Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Epac Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 4/15/2007 Renewal: 4/15/2007
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	

17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	06-2148
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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new and revised endorsements for use with our approved E-PACK Program currently on file with your department.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: 0010348311 Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

Effective March 1, 2007

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		06-F2148		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Epack Pinnacle Endorsement – General Terms and Conditions	GSL4967XX (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Epack Pinnacle Endorsement – Directors & Officers Coverage part	GSL4968XX (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Epack Pinnacle Endorsement – Entity Liability Coverage Part	GSL4969XX (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Epack Pinnacle Endorsement – Employment Practices Liability Coverage Part	GSL4971XX (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Epack Pinnacle Endorsement – Fiduciary Liability Coverage Part	GSL4972XX (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Professional Services Endorsement – Billing Services	GSL1750XX (1-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Professional Services Endorsement – Association Services	GSL1751XX (3-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Professional Services Endorsement – Association Management Services	GSL1752XX (3-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Professional Services Endorsement – Mortgage Banking Services	GSL1896XX (7-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Professional Services Endorsement – Direct Mail Services	GSL1937XX (8-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		06-F2148		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Professional Services Endorsement – Fulfillment Services	GSL1982XX (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Separate Retention From Claim From California Employee	GSL4895XX (8-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Exclusion G	GSL4898 (8-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Wrongful Employment Practice Exclusion	GSL4910 (8-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Codefendant Coverage Endorsement	GSL4920 (8-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Definition of Insured To Include Joint Venture	GSL4937XX (9-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Parent Company Codefendant Endorsement	GSL4938XX (9-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Breach of Contract Exclusion	GSL4963XX (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Professional Services Endorsement – Hotel Management Services	GSL8009XX (2-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		06-F2148		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Professional Services End- Travel Agent Services	GSL8028 (3/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Property Manager Additional Insured End	GSL8072 (4/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Insured V. Insured Exclusion	GSL8099 (4/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Third Party Claims End	G139017 (6/06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	G139017 (6/00)	
05	Third Party Claims Sublimit & Retention End	PRO 3123 (11/06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PRO3123 (4/03)	
06	Risk Mitigation Credit End	GSL4482 (11/06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GSL4482 (1/06)	
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



40 Wall Street – 9th Floor
New York, New York 10005

State Filing Analyst
P & C State Filing Unit
CNA Global Specialty Lines

March 9, 2006

Telephone 212-440-3478
Facsimile 212-440-2877
Toll Free 877-269-3277 x3478
Internet Robert.alonzo@cna.com

ARKANSAS INSURANCE DEPARTMENT
PROPERTY & CASUALTY DIVISION
1200 W 3RD ST
LITTLE ROCK AR 72201-1904

RE: **CONTINENTAL CASUALTY COMPANY NAIC#218-20443, FEIN#36-2114545**
E-PACK Program
Other - Professional Liability Coverage
Forms Filing
Company Filing No.: 06-2148

To Whom It May Concern:

Continental Casualty Company hereby submits for your review and approval the attached new and revised endorsements for use with our approved E-PACK Program currently on file with your department.

Please see the attached Forms Filing Memorandum for further details regarding each form contained in the filing.

We propose that this filing become effective for all policies, effective on April 15, 2007, or the earliest date permitted by your state.

Please be advised that this program shall continue to be rated in accordance with the Rates and Rules currently on file with your department.

Very truly yours,

Robert Alonzo

Robert Alonzo
State Filing Analyst



40 Wall Street – 9th Floor
New York, New York 10005

State Filing Analyst
P & C State Filing Unit
CNA Global Specialty Lines

April 12, 2007

Telephone 212-440-3478
Facsimile 212-440-2877
Toll Free 877-269-3277 x3478
Internet Robert.alonzo@cna.com

MS. EDITH ROBERTS
ARKANSAS INSURANCE DEPARTMENT
PROPERTY & CASUALTY DIVISION
1200 W 3RD ST
LITTLE ROCK AR 72201-1904

RE: **CONTINENTAL CASUALTY COMPANY NAIC#218-20443, FEIN#36-2114545**
E-PACK Program
Other - Professional Liability Coverage
Forms Filing
Company Filing No.: 06-2148
State Tracking No.: AR-PC-07-023476

Dear Ms. Roberts:

Thank you for your correspondence via SERFF dated April 11, 2007. Please note our following response to the issues you raised:

- Form GSL4967XX (10-06) attaches to the General Terms and Conditions.
- Form GSL8028XX (3-06) attaches to the Miscellaneous Professional Liability Coverage Part.

Please note that for the state of Arkansas the EPACK Program contains a General Terms & Conditions plus three (3) coverage parts: Directors and Officers Liability; Employment Practices Liability, and Miscellaneous Professional Liability. These three (3) lines of insurance can be written on a defense within limits basis under certain circumstances. Back in June 2003 you approved our initial filing for this program. For your convenience we are submitting a few items from the June 2003 filing: 2 approval letters; Arkansas State Page, and Arkansas Disclosure Statement.

Thank you for your continued review of this filing.

Very truly yours,

Robert Alonzo

Robert Alonzo
State Filing Analyst

CNA Insurance Companies
Forms Index/Filing Memorandum
Filing Number: 06-2148
Epacak Program Endorsement Filing - Arkansas

The integrated policy format of this program is made up of the following available coverage parts:

*D&O = Directors & Officers Liability
EPL = Employment Practices Liability
MPL = Miscellaneous Professional Liability
GTC = General Terms and Conditions*

*All forms are "**Optional**" unless noted as a "**Mandatory Form**".*

FORM NUMBER AND EDITION DATE	COVERAGE PART OR SECTION AMENDED	DESCRIPTION
GSL4967XX (10-06)	GTC	<p>EPACK PINNACLE ENDORSEMENT – GENERAL TERMS AND CONDITIONS</p> <p>This is a mandatory endorsement applicable to all Epacak policies (not Epacak EZ), with the exception of accounts within SIC codes 080 - Health Services, and 081 – Legal Services. It adds the definition of “domestic partner”, increases the amount available to pay in certain settlement situations, adds “Allocation” and “Priority of Payment” provisions, and broadens the “Notice” and “Coverage for new Subsidiaries and Plans” provisions.</p>
GSL4968XX (10-06)	D&O	<p>EPACK PINNACLE ENDORSEMENT – DIRECTORS & OFFICERS COVERAGE PART</p> <p>This is a mandatory endorsement applicable to all Epacak policies (not Epacak EZ), that include the D&O Coverage Part with the exception of accounts within SIC codes 080 - Health Services, and 081 – Legal Services. This endorsement adds new “Supplementary Payments” and “Additional Limit of Liability” provisions, revises the definitions of “Claim” and “Insured Persons”, revises the coverage-specific definition of “Not for Profit Outside Entity”, and revises the language in various exclusions to broaden coverage.</p>
GSL4969XX (10-06)	Entity	<p>EPACK PINNACLE ENDORSEMENT – ENTITY LIABILITY COVERAGE PART</p> <p>This is a mandatory endorsement applicable to all Epacak policies (not Epacak EZ), that include the Entity Liability Coverage Part with the exception of accounts within SIC codes 080 – Health Services, and 081 – Legal Services. This endorsement revises the definitions of “Claim” and “Loss”, and revises the language in various exclusions to broaden coverage.</p>

CNA Insurance Companies
Forms Index/Filing Memorandum
Filing Number: 06-2148
Epac Program Endorsement Filing - Arkansas

FORM NUMBER AND EDITION DATE	COVERAGE PART OR SECTION AMENDED	DESCRIPTION
GSL4971XX (10-06)	EPL	<p>EPACK PINNACLE ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY COVERAGE PART</p> <p>This is a mandatory endorsement applicable to all Epac policies (not Epac EZ), that include the Employment Practices Liability Coverage Part with the exception of accounts within SIC codes 080 – Health Services, and 081 – Legal Services. This endorsement revises the definitions of “Claim”, “Employee” and “Wrongful Employment Practice” and revises the language in various exclusions to broaden coverage. It also adds a “Risk Mitigation Credit”.</p>
GSL4972XX (10-06)	FL	<p>EPACK PINNACLE ENDORSEMENT – FIDUCIARY LIABILITY COVERAGE PART</p> <p>This is a mandatory endorsement applicable to all Epac policies (not Epac EZ), that include the Fiduciary Liability Coverage Part with the exception of accounts within SIC codes 080 – Health Services, and 081 – Legal Services. This endorsement adds a “Supplementary Payments” provision, revises the definition of “Claim”, and revises the language in various exclusions to broaden coverage.</p>
GSL1750XX (3-06)	MPL	<p>PROFESSIONAL SERVICES ENDORSEMENT – BILLING SERVICES</p> <p>This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.</p>
GSL1751XX (3-06)	MPL	<p>PROFESSIONAL SERVICES ENDORSEMENT – ASSOCIATION SERVICES</p> <p>This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.</p>
GSL1752XX (3-06)	MPL	<p>PROFESSIONAL SERVICES ENDORSEMENT – ASSOCIATION MANAGEMENT SERVICES</p> <p>This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.</p>
GSL1896XX (7-06)	MPL	<p>PROFESSIONAL SERVICES ENDORSEMENT – MORTGAGE BANKING SERVICES</p> <p>This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.</p>

CNA Insurance Companies
Forms Index/Filing Memorandum
Filing Number: 06-2148
Epacak Program Endorsement Filing - Arkansas

FORM NUMBER AND EDITION DATE	COVERAGE PART OR SECTION AMENDED	DESCRIPTION
GSL1937XX (8-06)	MPL	PROFESSIONAL SERVICES ENDORSEMENT – DIRECT MAIL SERVICES This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.
GSL1982XX (10-06)	MPL	PROFESSIONAL SERVICES ENDORSEMENT – FULFILLMENT SERVICES This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.
GSL4895XX (8-06)	GTC/EPL	SEPARATE RETENTION FROM CLAIM FROM CALIFORNIA EMPLOYEE This endorsement amends the EPL coverage to apply a separate retention to each claim made against the Named Insured brought by an employee located in California.
GSL4898XX (8-06)	EPL	AMEND EXCLUSION G This endorsement revises the exclusionary language of this exclusion.
GSL4910XX (8-06)	D&O	WRONGFUL EMPLOYMENT PRACTICE EXCLUSION This endorsement revises the D&O coverage to add an exclusion for wrongful employment practices.
GSL4920XX (8-06)	GTC/EPL/D&O/EL/FL/MPL	CODEFENDANT COVERAGE ENDORSEMENT This endorsement revises the policy to provide defense coverage to a specified additional named individual or entity.
GSL4937XX (9-06)	GTC	AMEND DEFINITION OF INSURED TO INCLUDE JOINT VENTURE This endorsement adds a definition of “joint venture” and amends the policy to provide specified coverage for joint ventures.
GSL4938XX (9-06)	GTC	PARENT COMPANY CODEFENDANTENDORSEMENT This endorsement adds a definition of “Parent Company” and revises the policy to provide defense coverage to a “Named Company Insureds” parent company.

CNA Insurance Companies
Forms Index/Filing Memorandum
Filing Number: 06-2148
Epac Program Endorsement Filing - Arkansas

FORM NUMBER AND EDITION DATE	COVERAGE PART OR SECTION AMENDED	DESCRIPTION
GSL4963XX (10-06)	EL	AMEND BREACH OF CONTRACT EXCLUSION This endorsement amends the Entity Liability coverage to specify its applicability to written contracts or agreements.
GSL8009XX (2-06)	MPL	PROFESSIONAL SERVICES ENDORSEMENT – HOTEL MANAGEMENT SERVICES This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.
GSL8028XX (3-06)	MPL	PROFESSIONAL SERVICES ENDORSEMENT – TRAVEL AGENT SERVICES This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.
GSL8072XX (4-06)	GTC/EPL/D&O/ EL/FL/MPL	PROPERTY MANAGER ADDITIONAL INSURED ENDORSEMENT This endorsement amends the policy to add specifically named individuals or entities as “Insured Persons” but only as respects activities performed in connection with properties managed by the Named Company.
GSL8099XX (4-06)	D&O	AMEND INSURED V. INSURED EXCLUSION This endorsement amends this exclusion to include claims brought by former directors or officers of the Named Company.
G139017A (6-06) REVISED FORM (previous edition 6/00)	EPL	THIRD PARTY CLAIMS ENDORSEMENT This endorsement amends the EPL coverage to include coverage for third party claims, as specified.
PRO3123 (11-06) REVISED FORM (previous edition 4/03)	EPL	THIRD PARTY CLAIMS SUBLIMIT AND RETENTION ENDORSEMENT This endorsement amends the EPL coverage to include coverage for third party claims, subject to a specific sublimit and retention.
GSL4482XX (11-06) REVISED FORM (previous edition 1/06)	EPL	RISK MITIGATION CREDIT ENDORSEMENT <i>reduction of retention subject to evidence of 4 conditions and as more fully described in the endorsement</i>

ARKANSAS DISCLOSURE STATEMENT

On behalf of the Insureds, I hereby acknowledge I understand that as provided by the Policy: (1) **Defense Costs** are subject to the Retentions provided in Item 5. of the Declarations Page and (2) **Defense Costs**, which are part of and not in addition to the Limit of Liability provided in Item 5. of the Declarations page, shall reduce the Limit of Liability.

Authorized Officer of Insured Corporation

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN THE SAME.

ENDORSEMENT NUMBER: «Sequence»
POLICY NUMBER: «PolNumber»
ISSUED TO: «CusChangeName»
EFFECTIVE DATE OF ENDORSEMENT: «EndoEffectiveDate»

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative _____
(No signature is required if this endorsement is issued with the Policy or if it is effective on the Policy Effective Date)



CNA INSURANCE COMPANIES

E-PACK PRODUCT MANUAL

Arkansas (03) State Pages

A. Mandatory Endorsements

The following endorsements must be attached to all Policies in the state of Arkansas:

<u>Form #</u>	<u>Description</u>
G-139036-A03 (5/03 ED.)	Arkansas Amendatory Endorsement
G-139042-A03 (7/00 ED.)	Arkansas Disclosure Statement

B. State Exceptions to General Rules

1. Part I. General, Application of the E-Pack Policy Program is revised as follows:
Entity and Fiduciary Liability are optional coverages that, if written, are endorsements that are attached to and become part of the Directors & Officers Liability coverage Part.
2. The Directors & Officers Liability and Employment Practices Liability Coverage Parts are subject to a minimum aggregate limit of \$500,000. The Miscellaneous Professional Liability Coverage Part is subject to a minimum aggregate limit of \$1,000,000.

C. State Exceptions to Rates

Future Use



Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

June 04,2003

To: Alonzo,Robert A.
Continental Casualty Company
E-Pack Program - Forms Filing
Filing # EPACK-0403F

Pursuant to my telephone conversation this morning with Adrienne Stern, the attach revisions were sufficient to process this filing and the filing was "**Approved**" effective May 29, 2003, the date of this email. The paper filing should be on it's way. All filings are stamped on all pages with an P&C identification stamp before being mailed back, and the secretary was out last week. It possibly didn't go out until this week.

Edith Roberts [<mailto:Edith.Roberts@mail.state.ar.us>]



Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

June 04, 2003

To: Alonzo, Robert A.
Continental Casualty Company
E-Pack Program - Rates Filing
Filing # EPACK-0403R

Robert...The rates were approved and are being sent back with the "paper" filing. Both are being mailed today. They hadn't gone out, but already approved as of the date of receipt of your email last week. The rates were "**Filed**" April 24, as they were "okay".

Also, your paper copies of the Lawyers Professional Liability filing are going out today also. I'm doing those as we speak.

Let me know if you need anything further.

Edith Roberts [<mailto:Edith.Roberts@mail.state.ar.us>]



40 Wall Street – 9th Floor
New York, New York 10005

State Filing Analyst
P & C State Filing Unit
CNA Global Specialty Lines

May 2, 2007

Telephone 212-440-3478
Facsimile 212-440-2877
Toll Free 877-269-3277 x3478
Internet Robert.alonzo@cna.com

MS. EDITH ROBERTS
ARKANSAS INSURANCE DEPARTMENT
PROPERTY & CASUALTY DIVISION
1200 W 3RD ST
LITTLE ROCK AR 72201-1904

RE: **CONTINENTAL CASUALTY COMPANY NAIC#218-20443, FEIN#36-2114545**
E-PACK Program
Other - Professional Liability Coverage
Forms Filing
Company Filing No.: 06-2148
State Tracking No.: AR-PC-07-023476

Dear Ms. Roberts:

Thank you for your correspondence via SERFF dated April 18, 2007. Please note our following response to the issues you raised:

We respectfully acknowledge your comments with respect to Defense Within Limits in the miscellaneous PL coverage. However, please note that this program including Defense Within Limits requirements for the miscellaneous PL coverage has been historically approved/maintained under an approval from your department since 2003. It is our concern that changing the coverage now may cause a price differential that is detrimental to our insureds. Additionally, we would also be at a competitive disadvantage with other Insurers who may have similar coverage approved during the time that Order AID 2000-169 applied to all PL E&O and have since not filed any changes. What is the department's policy concerning the "correction" of programs that were approved based upon the erroneous interpretation of AID Order 2000-169? Is it being applied equitably to all insurers and all programs?

We look forward to working with you toward a solution that is agreeable to all parties.

Thank you.

Very truly yours,

Robert Alonzo

Robert Alonzo
State Filing Analyst

CNA Insurance Companies
Forms Index/Filing Memorandum
Filing Number: 06-2148

Epacak Program Endorsement Filing - Arkansas

The integrated policy format of this program is made up of the following available coverage parts:

*D&O = Directors & Officers Liability
EPL = Employment Practices Liability
MPL = Miscellaneous Professional Liability
GTC = General Terms and Conditions*

*All forms are "**Optional**" unless noted as a "**Mandatory Form**".*

FORM NUMBER AND EDITION DATE	COVERAGE PART OR SECTION AMENDED	DESCRIPTION
GSL4967XX (10-06)	GTC	<p>EPACK PINNACLE ENDORSEMENT – GENERAL TERMS AND CONDITIONS</p> <p>This is a mandatory endorsement applicable to all Epacak policies (not Epacak EZ), with the exception of accounts within SIC codes 080 - Health Services, and 081 – Legal Services. It adds the definition of “domestic partner”, increases the amount available to pay in certain settlement situations, adds “Allocation” and “Priority of Payment” provisions, and broadens the “Notice” and “Coverage for new Subsidiaries and Plans” provisions.</p> <p><i>Note: This endorsement will not be used for an account that purchases the MPL Coverage Part.</i></p>
GSL4968XX (10-06)	D&O	<p>EPACK PINNACLE ENDORSEMENT – DIRECTORS & OFFICERS COVERAGE PART</p> <p>This is a mandatory endorsement applicable to all Epacak policies (not Epacak EZ), that include the D&O Coverage Part with the exception of accounts within SIC codes 080 - Health Services, and 081 – Legal Services. This endorsement adds new “Supplementary Payments” and “Additional Limit of Liability” provisions, revises the definitions of “Claim” and “Insured Persons”, revises the coverage-specific definition of “Not for Profit Outside Entity”, and revises the language in various exclusions to broaden coverage.</p>
GSL4969XX (10-06)	Entity	<p>EPACK PINNACLE ENDORSEMENT – ENTITY LIABILITY COVERAGE PART</p> <p>This is a mandatory endorsement applicable to all Epacak policies (not Epacak EZ), that include the Entity Liability Coverage Part with the exception of accounts within SIC codes 080 – Health Services, and 081 – Legal Services. This endorsement revises the definitions of “Claim” and “Loss”, and revises the language in various exclusions to broaden coverage.</p>

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GSL4971XX (10-06)	EPL	<p>EPACK PINNACLE ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY COVERAGE PART</p> <p>This is a mandatory endorsement applicable to all Epac policies (not Epac EZ), that include the Employment Practices Liability Coverage Part with the exception of accounts within SIC codes 080 – Health Services, and 081 – Legal Services. This endorsement revises the definitions of “Claim”, “Employee” and “Wrongful Employment Practice” and revises the language in various exclusions to broaden coverage. It also adds a “Risk Mitigation Credit”.</p>
GSL4972XX (10-06)	FL	<p>EPACK PINNACLE ENDORSEMENT – FIDUCIARY LIABILITY COVERAGE PART</p> <p>This is a mandatory endorsement applicable to all Epac policies (not Epac EZ), that include the Fiduciary Liability Coverage Part with the exception of accounts within SIC codes 080 – Health Services, and 081 – Legal Services. This endorsement adds a “Supplementary Payments” provision, revises the definition of “Claim”, and revises the language in various exclusions to broaden coverage.</p>
GSL1750XX (3-06)	MPL	<p>PROFESSIONAL SERVICES ENDORSEMENT – BILLING SERVICES</p> <p>This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.</p>
GSL1751XX (3-06)	MPL	<p>PROFESSIONAL SERVICES ENDORSEMENT – ASSOCIATION SERVICES</p> <p>This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.</p>
GSL1752XX (3-06)	MPL	<p>PROFESSIONAL SERVICES ENDORSEMENT – ASSOCIATION MANAGEMENT SERVICES</p> <p>This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.</p>
GSL1896XX (7-06)	MPL	<p>PROFESSIONAL SERVICES ENDORSEMENT – MORTGAGE BANKING SERVICES</p> <p>This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.</p>

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GSL1937XX (8-06)	MPL	PROFESSIONAL SERVICES ENDORSEMENT – DIRECT MAIL SERVICES This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.
GSL1982XX (10-06)	MPL	PROFESSIONAL SERVICES ENDORSEMENT – FULFILLMENT SERVICES This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.
GSL4895XX (8-06)	GTC/EPL	SEPARATE RETENTION FROM CLAIM FROM CALIFORNIA EMPLOYEE This endorsement amends the EPL coverage to apply a separate retention to each claim made against the Named Insured brought by an employee located in California.
GSL4898XX (8-06)	EPL	AMEND EXCLUSION G This endorsement revises the exclusionary language of this exclusion.
GSL4910XX (8-06)	D&O	WRONGFUL EMPLOYMENT PRACTICE EXCLUSION This endorsement revises the D&O coverage to add an exclusion for wrongful employment practices.
GSL4920XX (8-06)	GTC/EPL/D&O/EL/FL/MPL	CODEFENDANT COVERAGE ENDORSEMENT This endorsement revises the policy to provide defense coverage to a specified additional named individual or entity.
GSL4937XX (9-06)	GTC	AMEND DEFINITION OF INSURED TO INCLUDE JOINT VENTURE This endorsement adds a definition of “joint venture” and amends the policy to provide specified coverage for joint ventures.
GSL4938XX (9-06)	GTC	PARENT COMPANY CODEFENDANT ENDORSEMENT This endorsement adds a definition of “Parent Company” and revises the policy to provide defense coverage to a “Named Company Insureds” parent company.

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GSL4963XX (10-06)	EL	AMEND BREACH OF CONTRACT EXCLUSION This endorsement amends the Entity Liability coverage to specify its applicability to written contracts or agreements.
GSL8009XX (2-06)	MPL	PROFESSIONAL SERVICES ENDORSEMENT – HOTEL MANAGEMENT SERVICES This endorsement describes the class-specific services to be considered as professional services for the purposes of this coverage.
GSL8072XX (4-06)	GTC/EPL/D&O/ EL/FL/MPL	PROPERTY MANAGER ADDITIONAL INSURED ENDORSEMENT This endorsement amends the policy to add specifically named individuals or entities as “Insured Persons” but only as respects activities performed in connection with properties managed by the Named Company.
GSL8099XX (4-06)	D&O	AMEND INSURED V. INSURED EXCLUSION This endorsement amends this exclusion to includes claims brought by former directors or officers of the Named Company.
G139017A (6-06) REVISED FORM (previous edition 6/00)	EPL	THIRD PARTY CLAIMS ENDORSEMENT This endorsement amends the EPL coverage to include coverage for third party claims, as specified.
PRO3123 (11-06) REVISED FORM (previous edition 4/03)	EPL	THIRD PARTY CLAIMS SUBLIMIT AND RETENTION ENDORSEMENT This endorsement amends the EPL coverage to include coverage for third party claims, subject to a specific sublimit and retention.
GSL4482XX (11-06) REVISED FORM (previous edition 1/06)	EPL	RISK MITIGATION CREDIT ENDORSEMENT <i>reduction of retention subject to evidence of 4 conditions and as more fully described in the endorsement</i>